



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: TYPE 1 MOISTURE PROOF GLASS SPHERES

CONTRACT #: 0506-15 (4700007230)

CONTRACT DATES: 06/05/15 – 06/30/16

BUYER: SHARON A. BERNDT
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): POTTERS INDUSTRIES, LLC
P.O. BOX 841
VALLEY FORGE, PA 19482

PH: 800-756-1456 OR 610-651-4732
FAX: 610-408-9723

TERMS AND CONDITIONS

BID ITEM:

TYPE 1 MOISTURE PROOF GLASS SPHERES

FOR:

Department of Transportation/Pavement Markings

**PURCHASING
CONTACT:**

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sharon Berndt, Buyer
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: sberndt@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (Eastern Standard Time) on **Friday, May 15, 2015.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Wednesday, May 20, 2015.**

DUPLICATE COPIES:

PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.

BID INFORMATION:

At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

**SUBMITTAL OF
FORMAL
PROPOSAL:**

Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or proof that they are exempt, if awarded the contract.

**SPECIFICATION
ALTERATIONS:**

Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF
AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **Bidder must bid on all items in order to be considered.** **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **June 30, 2016**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **two (2) weeks** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

727-05 GLASS BEADS FOR PAVEMENT MARKINGS

SCOPE. This specification covers reflectorized beads for application to pavement marking materials for the production of a reflective surface.

MATERIAL REQUIREMENTS.

Composed of glass that is highly resistant to traffic wear and to the effects of weathering.

Be colorless, clean, transparent, free from milkiness or excessive air bubbles, and essentially free from surface scarring or scratching.

Silica content (ASTM C169): 60% minimum.

Refractive index: 1.50 when tested by the liquid immersion method at 77°F.

Show no tendency to absorb moisture in storage and shall remain free of clusters and hard lumps. Flow freely from the dispensing equipment at any time when surface and atmospheric conditions are satisfactory for painting.

A. Sphericity. (ASTM D1155 Procedure A) Spherical in shape - 70% minimal, true spheres. Wet/Night Visibility Beads shall be tested for roundness according to the procedural directives of the Materials Bureau.

B. Gradation. (ASTM D1214).

| TABLE 727-05-1 GLASS SPHERE GRADATION (Standard Bead) | | | | |
|---|------------|-----|-----|----|
| Percent Passing by Weight | | | | |
| Marking Type | Sieve Size | | | |
| | # | #3 | #5 | #8 |
| Epoxy | 1 | 80- | 9- | 0- |
| Traffic Paint | 1 | 80- | 9- | 0- |
| Thermoplastic | 1 | 79- | 15- | 0- |

| TABLE 727-05-2 GLASS SPHERE GRADATION (Wet/Night Visibility Bead) | | | | | | |
|---|------------|--------|-------|-------|-----|-----|
| Percent Passing by Weight | | | | | | |
| Marking Type | Sieve Size | | | | | |
| | #10 | #12 | #14 | #16 | #18 | #20 |
| Epoxy Wet/Night Reflective | 100 | 95-100 | 75-95 | 10-47 | 0-7 | 0-2 |

C. Coating.

| TABLE 727-05-3 GLASS SPHERE COATINGS | |
|--------------------------------------|--|
| Marking Type | Coating Type |
| Epoxy (Wet/Night Visibility Bead) | Silane Type adherence coating designed to interact with and adhere to epoxy pavement markings. |
| Epoxy (Standard Bead) | Moisture-resistant coating or a dual purpose type coating (moisture-resistant and adherence). |
| Traffic Paint | |
| Thermoplastic (Drop on) | |

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D. Moisture Resistance. Place two pounds of spheres in a washed cotton bag, having a thread count of approximately 50 per square inch (warp and woof) and immerse the bag in a container of water for 30 seconds. Remove the bag and force excess water from the sample by squeezing the bag. Suspend and allow to drain for two hours at room temperature ($73^{\circ} \pm 3^{\circ}\text{F}$). Then, mix the sample in the bag by shaking thoroughly. Transfer sample slowly to a clean, dry glass funnel having a stem 4 inches in length, with a 3/8 inch stem entrance inside diameter opening and a minimum exit opening of 1/4 inch. The entire sample shall flow freely through the funnel without stoppage. When first introduced into the funnel, if the spheres clog, it is permissible to lightly tap the funnel to initiate the flow.

PACKAGING AND SHIPPING. Shipped to the job site in waterproof plastic lined burlap or plastic lined paper bags with the following information clearly marked on the packages:

- Manufacturer's Name
- Name of Product
- Size/Type/Coating
- Material Specification Number
- Lot/Batch Number
- Manufacture Date
- Quantity/Weight of Material

BASIS OF APPROVAL. Application for approval shall be submitted to the Materials Bureau by the manufacturer, accompanied by one 60 lb. bag sample of the product, independent lab test results in accordance to this specification and certification that the product conforms to this specification.

Upon approval by the Materials Bureau, the product will be placed on the Approved List.

BASIS OF ACCEPTANCE. Glass Beads for Pavement Markings will be accepted on the basis of the product appearing on the Approved List and a material certification that the product is the same as the one appearing on the Approved List and that it conforms to this specification.

BP#0506-15

UNIT PRICE SHEET

Description

Type 1 Moisture Proof Glass Spheres

Unit Price

\$556.00/bulk box

(1 Box = 2,000 lbs.)

MONROE COUNTY PURCHASING **Vendor Performance Survey**

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

| | Poor | | | | Average | | | | | Excellent |
|--|------|---|---|---|---------|---|---|---|---|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Item(s) supplied met specifications | | | | | | | | | | |
| Product provided value (taking into account price, quality, etc.) | | | | | | | | | | |
| Timeliness of delivery | | | | | | | | | | |
| Completeness and accuracy of order | | | | | | | | | | |
| Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?) | | | | | | | | | | |
| Invoices received promptly and accurately | | | | | | | | | | |
| Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.) | | | | | | | | | | |

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ **Fax:** _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.